

Vacant Land Contract

FLORIDA ASSOCIATION OF REALTORS®

PARTIES AND DESCRIPTION OF PROPERTY

1
2 1. SALE AND PURCHASE: Sofran Leesburg, Ltd. ("Seller")
3 and The City of Leesburg, Florida ("Buyer")
4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
5 Address: S. & E. of College Dr. behind Lowes, Leesburg, FL 34788
6 Legal Description: AS DESCRIBED ON EXHIBIT "A" ATTACHED
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11
12 including all improvements and the following additional property: NONE
13
14

PRICE AND FINANCING

15
16 2. PURCHASE PRICE: \$ 130,000.00 payable by Buyer in U.S. funds as follows:
17 (a) \$ 2,500.00 Deposit received (checks are subject to clearance) on _____ by
18 _____ for delivery to McLin Burnsed P.A. ("Escrow Agent")
19 Signature Name of Company
20 (Address of Escrow Agent) 1000 W. Main St. Leesburg FL 34748
21 (Phone # of Escrow Agent) (352) 787-1241
22 (b) \$ _____ Additional deposit to be delivered to Escrow Agent by _____,
23 or _____ days from Effective Date (10 days if left blank).
24 (c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
25 (d) \$ _____ Other:
26 (e) \$ 127,500.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
27 paid at closing must be paid by locally drawn cashier's check, official check or wired funds.
28 ☐ (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
29 used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify: _____)
30 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
31 total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
32 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: _____
33

34 3. CASH/FINANCING: (Check as applicable) ☒ (a) Buyer will pay cash for the Property with no financing contingency.
35 ☐ (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
36 "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
37 occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
38 and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
39 using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract
40 and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
41 ☐ (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
42 _____ % of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer
43 will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or
44 mortgage broker to disclose all such information to Seller and Broker.
45 ☐ (2) Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the
46 amount of \$ _____, bearing annual interest at 0.000 % and payable as follows: _____
47

48 The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
49 accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50 Buyer (_____) (_____) and Seller (_____) (_____) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

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McLin Burnsed, 1000 West Main Leesburg, FL 34748
Phone: 352-787-1241

Fred Morrison

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COL P/F Sofran

option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____ interest rate of 0.000 % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds 0.000 % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on September 18, 2014 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: _____

(c) Title Evidence and Insurance: Check (1) or (2):

☒ (1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☒ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ (2) **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

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If an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and Buyer will pay all other amounts. If special assessments may be paid in installments ☒ Buyer ☐ Seller (if left blank, Buyer) shall pay installments due after closing. If Seller is checked, Seller will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 10% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person", (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is \$300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires Buyer and Seller to have a U.S. federal taxpayer identification number ("TIN"). Buyer and Seller agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If Seller applies for a withholding certificate but the application is still pending as of closing, Buyer will place the 10% tax in escrow at Seller's expense to be disbursed in accordance with the final determination of the IRS, provided Seller so requests and gives Buyer notice of the pending application in accordance with Section 1445. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement. Buyer will timely disburse the funds to the IRS and provide Seller with copies of the tax forms and receipts.

(g) 1031 Exchange: If either Seller or Buyer wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, with conditions resulting from Buyer's Inspections and casualty damage, if any, excepted. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the Buyer's prior written consent.

(a) Flood Zone: Buyer is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: Buyer is advised that changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if Buyer has checked choice (c)(2) below.

(c) Inspections: (check (1) or (2) below)

☒ **(1) Feasibility Study:** Buyer will, at Buyer's expense and within 90 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for general aviation and airport purposes use. During the Feasibility Study Period, Buyer may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to Seller all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☐ **(2) No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
177 conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

178 (d) **Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan", Buyer may
182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which Buyer executes
183 this Contract. If Buyer elects to cancel within the period provided, all funds or other property paid by Buyer will be
184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

185 7. **RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,
186 or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,
187 or if an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may cancel this Contract
188 by written notice to the other within 10 days from Buyer's receipt of Seller's notification, failing which Buyer will close in
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

190 TITLE

191 8. **TITLE:** Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
192 or guardian deed as appropriate to Seller's status.

193 (a) **Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in Seller in
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
195 which prevent Buyer's intended use of the Property as addition to adjacent airport; covenants, easements and
196 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
197 there is no right of entry; current taxes; mortgages that Buyer will assume; and encumbrances that Seller will discharge at
198 or before closing. Seller will deliver to Buyer Seller's choice of one of the following types of title evidence,
199 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected
200 type). Seller will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 (1) **A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 (2) **An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
206 However if such an abstract is not available to Seller, then a **prior owner's title policy** acceptable to the proposed insurer
207 as a base for reissuance of coverage. Seller will pay for copies of all policy exceptions and an update in a format
208 acceptable to Buyer's closing agent from the policy effective date and certified to Buyer or Buyer's closing agent,
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
210 Seller then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 (b) **Title Examination:** Buyer will examine the title evidence and deliver written notice to Seller, within 5 days from receipt
212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. Seller will have 30 days
213 from receipt of Buyer's notice of defects ("Curative Period") to cure the defects at Seller's expense. If Seller cures the
214 defects within the Curative Period, Seller will deliver written notice to Buyer and the parties will close the transaction on
215 Closing Date or within 10 days from Buyer's receipt of Seller's notice if Closing Date has passed. If Seller is unable to
216 cure the defects within the Curative Period, Seller will deliver written notice to Buyer and Buyer will, within 10 days from
217 receipt of Seller's notice, either cancel this Contract or accept title with existing defects and close the transaction.

218 (c) **Survey:** Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written
219 notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on
220 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any
221 such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations
222 will be determined in accordance with subparagraph (b) above.

223 (d) **Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
224 defined in Section 161.053 of the Florida Statutes, Seller shall provide Buyer with an affidavit or survey as required by law
225 delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230 ☒ Buyer waives the right to receive a CCCL affidavit or survey.

231 MISCELLANEOUS

232 9. **EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 (a) **Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 (b) **Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237 Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) **Force Majeure:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the Buyer or Seller and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and Buyer's deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.

11. COMPLETE AGREEMENT: This Contract is the entire agreement between Buyer and Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Buyer and Seller will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may not assign this Contract without Seller's written consent. The terms "Buyer," "Seller," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of Buyer, Seller and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) **Seller Default:** If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, refuses or neglects to perform this Contract, Buyer may choose to receive a return of Buyer's deposit without waiving the right to seek damages or to seek specific performance as per Paragraph 14. Seller will also be liable to Broker for the full amount of the brokerage fee. (b) **Buyer Default:** If Buyer fails to perform this Contract within the time specified, including timely payment of all deposits, Seller may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph 14; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Buyer and Seller will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). Buyer and Seller will be bound by any resulting award, judgment, or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

~~(b) All other disputes: Buyer and Seller will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph 17 will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.~~

(c) **Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. ~~"Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.~~

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301 **ESCROW AGENT AND BROKER**

302 **15. ESCROW AGENT:** Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in
303 escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms
304 of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for
305 misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this
306 Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the
307 filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
308 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims
309 against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

310 **16. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify all facts and representations
311 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
312 determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the
313 effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property
314 condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property
315 and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records.
316 Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property
317 condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses,
318 including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees
319 in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer
320 and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for
321 loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's
322 performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475,
323 F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services
324 provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for
325 selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For
326 purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

327 **17. BROKERS:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing
328 Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
329 separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent
330 Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will
331 disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of
332 compensation made by Seller or listing broker to cooperating brokers.

332* Jim Miller
333* Selling Sales Associate/License No.

Grizzard Commercial RE Group
Selling Firm/Brokerage Fee: (\$ or % of Purchase Price)

334* _____
335* Listing Sales Associate/License No.

Listing Firm/Brokerage Fee: (\$ or % of Purchase Price)

336 **ADDITIONAL TERMS**

337* **18. ADDITIONAL TERMS:** This Contract is contingent on Buyer obtaining a grant from Florida
338 Department of Transportation, Federal Aviation Administration, Lake County, or any
339 combination of the three, to fund payment of the Purchase Price.

340* _____
341* This Contract is contingent on approval by the Leesburg City Commission at a public
342* meeting with a quorum present, on which this Contract has been placed on the agenda for
343* consideration and approval.

344* _____
345* Since Buyer is a tax exempt entity, at closing Seller will pay the prorated tax amount
346* from Jan. 1, 2014 through the date of closing, out of the Seller's proceeds, to be
347* delivered to the Tax Collector, and the Property will then be removed from the tax roll.
348* If due to an increase in millage or assessed value additional taxes are due for that
349* prorated portion of the year, Seller will remit payment of those additional taxes within
350* 30 days of written demand from Buyer accompanied by the 2014 tax bill.

351* _____
352* Section 14(b) shall not apply and disputes shall not be required to be submitted to
353* binding arbitration. The parties shall mediate any dispute and if mediation is not
354* successful the parties may exercise any legal remedies available.

355* _____
356* _____
357* _____
358* **Buyer** (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

377 OFFER AND ACCEPTANCE

378 (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)

379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
380 copy delivered to Buyer no later than 4:00 ☐ a.m. ☒ p.m. on May 30, 2014, this offer will be
381 revoked and Buyer's deposit refunded subject to clearance of funds.

JUNE 15 98 JULY 15 98

382 COUNTER OFFER/ REJECTION

383 ☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385 the date the counter is delivered. ☐ Seller rejects Buyer's offer.

386* Date: _____
387*
388* Date: _____
389* Phone: _____
390* Fax: _____
391* E-mail: _____

Buyer: _____
Print name: The City of Leesburg, Florida

392* Date: _____
393*
394* Date: _____
395* Phone: _____
396* Fax: _____
397* E-mail: _____

Seller: _____
Print name: Sofran Leesburg, Ltd.

Seller: _____
Print name: _____
Address: BY: Sofran Corporation, GP
Robert T. Roleau,, President

398* Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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